



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

August 5, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS:
ALONDRA BOULEVARD MEDIAN LANDSCAPING PROJECT
FROM AVALON BOULEVARD TO HASKINS AVENUE
APPROVE CAPITAL PROJECT NO. 86912; APPROVE THE CITY OF CARSON-
COUNTY COOPERATIVE AGREEMENTS
PROJECT I.D. NO. RDC0014229
UNINCORPORATED COMMUNITY OF RANCHO DOMINGUEZ AND
THE CITY OF CARSON
(SECOND DISTRICT) (4 VOTES)**

SUBJECT

The project is one in a series of street beautification and greening projects in the Second District. The actions herein will approve the project and establish a cost sharing arrangement between the County of Los Angeles and the City of Carson for the installation of irrigation and landscaping, and adopt a resolution declaring said medians to be a part of the County System of Highways for the limited purpose of performing landscape maintenance.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and in the project record.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only***

2. Approve Capital Project No. 86912 scope of work and total project budget of \$274,000 for the Alondra Boulevard Median Landscaping Project from Avalon Boulevard to Haskins Avenue in the unincorporated community of Rancho Dominguez and the City of Carson as described herein, and authorize the Acting Director of Public Works or his designee to deliver the project.
3. Approve and instruct the Chair of your Board to sign the cooperative agreement with the City of Carson, which provides for the County to perform the preliminary engineering for the improvements and administer the construction of the project and for the City of Carson and the County of Los Angeles to finance their respective jurisdictional shares of the project cost.
4. Adopt the Resolution declaring the existing raised medians located on Alondra Boulevard from Avalon Boulevard to Haskins Avenue, within the City of Carson, to be a part of the County System of Highways, for the purpose of maintaining the landscaping to be installed as part of this project within the City of Carson.
5. Approve and instruct the Chair of your Board to sign the maintenance agreement with the City of Carson. The maintenance agreement provides for the County of Los Angeles to maintain the landscaping installed in the existing raised medians on Alondra Boulevard from Avalon Boulevard to Haskins Avenue, at the sole expense of the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will establish the Alondra Boulevard Median Landscaping Project, implement a cost sharing arrangement between the County of Los Angeles (County) and the City of Carson (City) to finance their respective share of the project costs, and provide for maintenance of the improved medians.

The proposed project scope consists of the installation of an irrigation system, stamped concrete, and landscaping within three raised medians on Alondra Boulevard from Avalon Boulevard to Haskins Avenue within the boundaries of the City and the County. The estimated area of the improvement is approximately 8,000 square feet and will include the installation of landscaping with 675 plants. The three medians included in the project are located partly within the boundaries of the City and partly within the boundaries of the County's unincorporated community of Rancho Dominguez.

The establishment of the attached cooperative agreement between the County and the City will provide funding for City's proportional share of project costs. Upon approval of the agreement, the City will deposit its estimated share of project costs of \$139,000 into the Department of Public Works' (Public Works) Road Guarantee Trust Fund. When the project is complete and actual costs are known, the City's share of project costs will be transferred into C.P. No. 86912 to reimburse the County's General Fund.

Your Board's adoption of the attached Resolution and approval of the attached maintenance agreement is required for the County to take jurisdiction over the medians and perform landscaping maintenance. As stipulated in the resolution and maintenance agreement, the County will be solely responsible for maintaining the improved medians. The County's acceptance of sole responsibility for the maintenance of the medians is reciprocal for the City's acceptance of sole responsibility for maintaining other similar median improvements located within the boundaries of the City and the County on Wilmington Avenue, between Victoria Street and Del Amo Boulevard. The terms of the cost sharing arrangement and the County's maintenance of the landscaped medians are memorialized in the attached agreement.

The Fiscal Year 2008-09 Capital Projects/Refurbishment budget includes sufficient appropriation and revenue to fund the cost of construction.

The design of this project was completed by Public Works and was funded by the Road Fund Budget. The installation of an irrigation system, stamped concrete, and landscaping of three medians will be completed by a qualified construction contractor retained through the County's competitive bid process. Upon execution of the project cost sharing agreements, we will return to your Board to recommend the adoption of the plans and specifications and request authorization to advertise for construction bids.

Green Building/Sustainable Design

The project will support the intent of your Board's Green Building/Sustainable Design policy by using drought tolerant landscaping. This will minimize required maintenance services and reduce the amount of irrigation and use of other resources that support maintenance activities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Community Services (Goal 6). The recommended action will improve the quality of life for the residents of Rancho Dominguez and the City by enhancing the aesthetics of the street medians on Alondra Boulevard from Avalon Boulevard to Haskins Avenue.

FISCAL IMPACT/FINANCING

The total project cost estimate is \$274,000, which includes \$209,000 for a construction contract and change order contingency, and \$65,000 in County Services for completed design services, project administration and contract management.

Funding for the project consists of \$100,000 of Second District one-time net County cost allocated for enhanced unincorporated area services, \$35,000 from Public Works Road Fund budget, and \$139,000 from the City of Carson. Upon your Board's approval of the cost sharing agreement between the City and the County, the City will deposit its estimated share of project costs of \$139,000 into the Public Works' Road Guarantee Trust Fund. When the project is completed and actual costs are known, the City's share of project costs will be transferred into C.P. No. 86912 to reimburse the County's General Fund.

The Fiscal Year 2008-09 Proposed Capital Projects/Refurbishments Budget includes sufficient appropriation and revenue to fund the project costs. The Project Schedule and Budget Summary are included in Attachment A.

Operating Budget Impact

Based on current Salary and Employee Benefits/Maintenance Contractor rates, the annual cost to maintain the improvements is estimated at \$5,000. This cost is anticipated to be incurred beginning in Fiscal Year 2008-09. Sufficient appropriation will be provided by the Second District's Road Construction Program in the Fiscal Year 2008-09 Road Fund Budget Request to fund the required maintenance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Consistent with the Board adopted Civic Art Policy the proposed project is exempt from a Civic Art Fee, since the nature of the work consists of street improvements.

Your Board's approval of the C.P. is required to authorize the expenditure of the C.P. funds for this project. The proposed landscaping is of general County interest. The project to install the landscaping is tentatively scheduled to be constructed in the Fall of 2008.

Section 1700 of the Streets and Highways Code provides: "The board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, declare any highway in the county lying in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair."

Additionally, Section 1701 provides: "A copy of such resolution shall be forwarded to the governing body of the city within which is included any portion of the highway. Such governing body may consent to the establishment of such included portion as a part of the county highway. Upon the taking effect of an ordinance or resolution containing such consent, such portion of such highway shall become a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair."

Lastly, Section 1702 provides: "Thereafter the board of supervisors of the county may acquire right-of-way for, construct, maintain, improve, or repair such highway in the same manner as other highways, and may pay for such work out of one or more of the following: (a) the county general fund, (b) the road fund, (c) the proceeds of any county bond issue voted for the purpose of laying out, constructing, maintaining, improving, or repairing county highways, and/or (d) any other fund available for such purposes."

The attached agreements and resolution have been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1(x), Subsections 10 and 13 of the County Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301(c) of the CEQA guidelines insofar as it consists of minor work on existing facilities, including stamped concrete, irrigation installation, and landscaping.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will improve the quality of life for the residents of Rancho Dominguez and the City of Carson by enhancing the aesthetics of the existing raised medians on Alondra Boulevard from Avalon Boulevard to Haskins Avenue.

The Honorable Board of Supervisors
August 5, 2008
Page 6

CONCLUSION

Please return one adopted, stamped copy of this letter to the Chief Executive Office, Capital Projects Division; one adopted copy of the letter together with each copy marked CITY ORIGINAL of the cooperative agreement and the maintenance agreement; and two adopted copies of the Resolution to the Department of Public Works, Programs Development Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE:DL
JSE:DJT:RB:zu

Attachments

c: Auditor-Controller
County Counsel
City of Carson
Department of Public Works

The foregoing Resolution was adopted on the 5TH day of AUGUST, 2008,
by the Board of Supervisors of the County of Los Angeles.

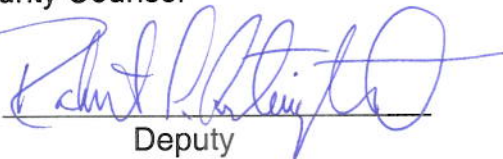


SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

ATTACHMENT A

**DEPARTMENT OF PUBLIC WORKS:
ALONDRA BOULEVARD MEDIAN LANDSCAPING PROJECT
FROM AVALON BOULEVARD TO HASKINS AVENUE
APPROVE CAPITAL PROJECT NO. 86912
PROJECT I.D. NO. RDC0014229
UNINCORPORATED COMMUNITY OF RANCHO DOMINGUEZ AND
THE CITY OF CARSON
(SECOND DISTRICT) (3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Project Needs Assessment	N/A
Project Feasibility	N/A
Project Program Validation	N/A
Design	Oct. 2007*
Contract Award	Nov. 2008
Construction	Dec. 2008

*Actual completion date.

PROJECT FUNDING CHART

Budget Category	Proposed Total Project Budget	Proposed C.P. No 86912 Budget	Public Works Road Fund Budget	Proposed City of Carson Agreement
Land Acquisition	N/A	N/A	N/A	N/A
Construction				
(a) Construction	\$181,000	\$73,000	N/A	\$108,000
(b) Change Orders	\$ 28,000	\$14,000	N/A	\$14,000
Equipment	N/A	N/A	N/A	N/A
Plans and Specifications	N/A	N/A	N/A	N/A
Consultant Services	N/A	N/A	N/A	N/A
Miscellaneous Expenditures	N/A	N/A	N/A	N/A
Jurisdictional Review and Plan Check	N/A	N/A	N/A	N/A
County Services	\$ 65,000	\$13,000	\$35,000	\$17,000
TOTAL	\$274,000	\$100,000	\$35,000	\$139,000

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Land Acquisition	\$ 0
Construction	
Low Bid Construction Contract	\$ 181,000
Job Order Contract	0
Change Orders	28,000
Departmental Crafts	0
Youth Employment	0
Construction Consultants	0
Misc. Expense	0
Telecomm Equip – Affixed to Building	0
Civic Arts	0
Subtotal	\$ 209,000
Programming/Development	\$ 0
Plans and Specifications*	\$ 0
Consultant Services	
Site Planning	\$ 0
Hazardous Materials	0
Geotech/Soils Report and Soils Testing	0
Material Testing	0
Cost Estimating	0
Topographic Surveys	0
Construction Management	0
Construction Administration	0
Environmental	0
Move Management	0
Equipment Planning	0
Legal	0
Construction/Change Order	0
Other:	0
Subtotal	\$ 0
Miscellaneous Expenditures	\$ 0
Jurisdictional Review/Plan Check/Permit	\$ 0
County Services	
Code Compliance Inspection	\$ 0
Quality Control Inspection	0
Design Review	0
Design Services	35,000
Contract Administration	28,000
Project Management	2,000
Project Management Support Services	0
ISD Job Order Contract Management	0
DPW Job Order Contract Management	0
ISD ITS Communications	0
Project Security	0
Project Technical Support	0
Office of Affirmative Action	0
County Counsel	0
Other:	0
Sheriff Job Order Contract Management	0
Subtotal	\$ 65,000
TOTAL	\$ 274,000

**A RESOLUTION DECLARING THE EXISTING RAISED MEDIANS LOCATED IN THE
CENTER OF ALONDRA BOULEVARD FROM AVALON BOULEVARD TO
HASKINS AVENUE IN THE CITY OF CARSON
TO BE A PART OF COUNTY SYSTEM OF HIGHWAYS
FOR THE PURPOSES OF LANDSCAPE MAINTENANCE**

WHEREAS, by reason of their location the existing raised medians located in the center of Alondra Boulevard from Avalon Boulevard to Haskins Avenue, should be a part of the County System of Highways, for the purpose of maintenance of the landscaping located thereon; and

WHEREAS, it is the intent of the Board of Supervisors of said County to provide for said landscape maintenance provided that the governing body of the City of Carson, California, consents to the establishment of the existing raised medians located in the center of Alondra Boulevard from Avalon Boulevard to Haskins Avenue, located within the City, as part of the System of Highways of the County of Los Angeles, for said purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that subject to adoption by the governing body of the City of Carson of a resolution containing the aforementioned consent, the existing raised medians located in the center of Alondra Boulevard from Avalon Boulevard to Haskins Avenue, located within the City of Carson, are hereby declared to be a part of the System of Highways of said County in accordance with Sections 1700 and 1702 inclusive for the Streets and Highways Code of the State of California for the purpose of maintaining the landscaping located thereon.

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF CARSON, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY and COUNTY propose to install landscaping within the existing raised medians located in the center of Alondra Boulevard from Avalon Boulevard to Haskins Avenue (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and Unincorporated Area of the COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, COST OF PROJECT (as defined below) is currently estimated to be Two Hundred Seventy-three Thousand Nine Hundred and 00/100 Dollars (\$273,900.00) with CITY'S share being One Hundred Thirty-nine Thousand and 00/100 Dollars (\$139,00.00) and COUNTY'S share being One Hundred Thirty-four Thousand Nine Hundred and 00/100 Dollars (\$134,900.00); and

WHEREAS, CITY and COUNTY are both willing to finance their respective shares of COST OF PROJECT for those portions of PROJECT within their respective boundaries; and

WHEREAS, CITY and COUNTY have heretofore executed Agreement No. 75891 providing for the assignment of CITY Federal Surface Transportation Program-Local (STP-L) funds to COUNTY; and

WHEREAS, CITY proposes to finance its share of COST OF PROJECT by utilizing the CITY'S credit of Federal STP-L funds previously assigned to COUNTY under Agreement No. 75891.

76653

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COSTS OF PRELIMINARY ENGINEERING; the COST OF CONSTRUCTION CONTRACT; the costs of inspection, survey, engineering, contract administration, materials testing, utility relocation, traffic detour; and the costs of all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. The COST OF PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soil testing; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting of PROJECT costs, as described in Section (4), below.
- b. That an estimated One Hundred Thirty-nine Thousand and 00/100 Dollars (\$139,000.00) of CITY'S Federal STP-L credit, through its previous assignment of Federal STP-L funds to COUNTY under Agreement No. 75891, shall be used to finance CITY'S share of COST OF PROJECT.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for, that is necessary for the construction of PROJECT.

- d. To grant to COUNTY jurisdiction of the existing raised medians located in the center of Alondra Boulevard from Avalon Boulevard to Haskins Avenue, solely for the purpose of installing landscaping and maintaining the improvements.
- e. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- g. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S share of COST OF PROJECT, the amount of which is to be determined by a final accounting of PROJECT costs, as described in Section (4), below.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.

- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT including an itemization of actual unit costs and actual quantities for COST OF PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY shall notify CITY of all change of work requests for PROJECT within CITY'S boundaries in a timely manner. CITY shall have twenty (20) calendar days from the date of COUNTY'S notification to review the request and to object to the change of work request. CITY may object to a request only for good reason and in good faith. If COUNTY does not receive an objection from CITY as to any particular change of work request within the 20 day period, COUNTY may proceed to authorize the requested change order.
- b. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. The costs attributable to all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S boundaries shall be allocated to CITY. Such costs constitute CITY'S share of COST OF PROJECT. The costs attributable to all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within the unincorporated area of COUNTY shall be allocated to COUNTY. Such costs constitute the COUNTY'S share of COST OF PROJECT.
- c. CITY shall review the final accounting of COST OF PROJECT prepared by COUNTY and delivered to CITY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of delivery of said invoice. Undisputed charges for CITY'S share of COST OF PROJECT shall be deducted from CITY'S deposit. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY must submit justification to COUNTY for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification. If CITY does not submit such justification in a timely manner, previously disputed charges shall then be deducted from CITY'S deposit.
- d. If, after all disputed charges have been resolved as provided for above, CITY'S share of the COST OF PROJECT is determined to exceed CITY'S assignment, as set forth in Section (2), above, COUNTY shall send a billing invoice, in the amount of the deficit, to CITY. CITY shall pay to COUNTY the additional amount or assign additional CITY STP-L funds to COUNTY within sixty (60) calendar days of the date of the billing invoice from COUNTY.

Conversely, if the required CITY funds are less than said assignment, COUNTY shall credit the difference to CITY'S available Federal STP-L funds within sixty (60) days of the date COUNTY furnishes CITY with the final accounting of COST OF PROJECT.

- e. If CITY'S final payment, as set forth above, is not delivered to the COUNTY office, which is described on the billing invoice sent to CITY, within sixty (60) calendar days of the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to the AGREEMENT currently in effect.
- f. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Victor Rollinger
Development Services General Manager
City of Carson
P.O. Box 6234
Carson, CA 90745

COUNTY: Mr. Dean D. Efstathiou
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any claims, demands, liability, damages, costs, and expenses in connection with any injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any claims, demands, liability, damages, costs and expenses in connection with any injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32372 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF CARSON on July 1st, 2008, and by the COUNTY OF LOS ANGELES on AUGUST 5TH, 2008.

COUNTY OF LOS ANGELES

By *Yvonne B. Burke*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

By *[Signature]*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By *Carole B. Suzuki*
Deputy

31 AUG 05 2008

CITY OF CARSON

By *Jim Dear*
Mayor *JIM DEAR*

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTEST:

By *Helen G. Kawogaw*
City Clerk

By *W. Wyke*
City Attorney

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT made and entered into by and between the CITY OF CARSON, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, this MAINTENANCE AGREEMENT refers to the CITY'S and COUNTY'S project to install landscaping within the existing raised medians located in the center of Alondra Boulevard from Avalon Boulevard to Haskins Avenue (which work is hereinafter referred to as LANDSCAPING); and

WHEREAS, COUNTY desires to provide MAINTENANCE, as defined below, for LANDSCAPING at COUNTY expense, as more fully set forth herein; and

WHEREAS, COUNTY has adopted a resolution, pursuant to Streets and Highways Code Section 1700, declaring the existing raised medians located in the center of Alondra Boulevard from Avalon Boulevard to Haskins Avenue to be a part of the County System of Highways; and

WHEREAS, CITY has adopted a resolution, pursuant to Streets and Highways Code Section 1701, consenting to the establishment of the existing raised medians located in the center of Alondra Boulevard from Avalon Boulevard to Haskins Avenue as part of the County System of Highways.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term MAINTENANCE, as referred to in this MAINTENANCE AGREEMENT, shall consist of the following:
 1. Install and maintain water and irrigation systems, including utility costs, for LANDSCAPING. Irrigation system will be maintained and operated to avoid slope damage, excessive water flooding, or spraying onto the pavement.
 2. Replace unhealthy or dead plantings as they are observed.
 3. Keep entire LANDSCAPING free of litter, debris, and deleterious material as practical.

4. Control rodents and pests.
5. Control weed growth before weeds exceed 12 inches in length. Any weed control performed by chemical weed sprays (pesticides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
6. Maintain planting in such condition that they do not interfere with the free flow of traffic, including maintenance of adequate sight distances and visibility of signs, signals, and pedestrians.
7. Prune shrubs and tree plantings necessary to control extraneous growth. Trees shall be pruned using the highest professionally accepted standards in a manner that will encourage good development while preserving their health, structure, and natural appearance.
8. Adequately water and fertilize all plantings to maintain a healthy growth.

(2) CITY AGREES:

- a. To maintain all improvements, other than LANDSCAPING, including highway signs and paved drainage structures, located on the existing raised medians within CITY'S boundaries.

(3) COUNTY AGREES:

- a. To perform MAINTENANCE of LANDSCAPING, including LANDSCAPING located within CITY, at COUNTY expense during the term set forth in Section (6) of this MAINTENANCE AGREEMENT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Replacement of damaged LANDSCAPING resulting from accident, storm, neglect or other causes beyond the control of CITY is the responsibility of the COUNTY.
- b. If for any reason MAINTENANCE by COUNTY does not meet minimum standards specified herein, CITY shall provide COUNTY with a written notice of COUNTY'S failure to perform MAINTENANCE at a reasonable level. COUNTY shall respond within thirty (30) calendar days of receipt of said notice. Said response shall describe the action to be taken by COUNTY to bring the affected areas back into compliance. In the event COUNTY does not provide such response and take any action to bring the affected areas back into compliance within ninety (90) calendar days of the original notice,

COUNTY will reimburse CITY for all costs incurred by CITY forces for all MAINTENANCE and/or removal of LANDSCAPING and paving over or otherwise restore the area to a condition satisfactory to CITY. Said demand will consist of a billing invoice prepared by CITY.

- c. Various future CITY projects may be implemented, which will require removal and/or modification to all or a portion of LANDSCAPING. The replacement of any landscaping, including irrigation facilities, required as a result of such CITY projects, will be CITY'S responsibility. CITY will obtain COUNTY approval of plans prior to any removal and/or modification to all or a portion of LANDSCAPING. Upon completion of work, which affects the limits of maintenance, the parties shall amend this MAINTENANCE AGREEMENT accordingly. The limits of the amended MAINTENANCE AGREEMENT will supersede the limits of this AGREEMENT shown on the original permit plans.
- d. COUNTY may contract with others for MAINTENANCE. COUNTY shall be solely responsible for all activities associated with MAINTENANCE, including third parties contracted by COUNTY. It is understood that the terms and conditions of this MAINTENANCE AGREEMENT, or any interest herein, or any portion hereof, shall not be assigned or delegated to third parties.

(5) LEGAL RELATIONS AND RESPONSIBILITIES:

- a. Nothing in this provision of this MAINTENANCE AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this MAINTENANCE AGREEMENT, or affects the legal liability of either party by imposing any standard of care respecting the design, construction, and maintenance of COUNTY highway right of way different from the standard of care imposed by law.
- b. It is understood and agreed that neither COUNTY, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work performed by CITY under this MAINTENANCE AGREEMENT. It is further understood and agreed that, pursuant to Government Code Section 895.4, CITY shall defend, indemnify, and hold harmless the COUNTY, and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injuries (as defined in Government Code Section 810.8) to or death of any person or damage to property resulting from anything done or omitted to be done by CITY under or in connection with any work performed by CITY under this MAINTENANCE AGREEMENT. CITY waives any and all rights to any type of express, implied, and comparative indemnity against COUNTY, its officers and employees arising from any work performed by CITY under this MAINTENANCE AGREEMENT.

- c. It is understood and agreed that neither CITY, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work performed by COUNTY under this MAINTENANCE AGREEMENT. It is further understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify and hold harmless the CITY, and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injuries (as defined in Government Code Section 810.8) to or death of any person or damage to property resulting from anything done or omitted to be done by COUNTY under or in connection with any work performed by COUNTY under this MAINTENANCE AGREEMENT. COUNTY waives any and all rights to any type of express, implied and comparative indemnity against CITY, its officers and employees arising from any work performed by COUNTY under this MAINTENANCE AGREEMENT.
- d. Upon termination of this MAINTENANCE AGREEMENT, ownership and title to all materials, equipment, and appurtenances installed inside CITY'S right of way will automatically be vested in CITY. Those materials and equipment installed outside of the CITY'S right of way will automatically and immediately be vested in COUNTY, and no further agreement will be necessary to transfer ownership.

(6) TERM OF MAINTENANCE AGREEMENT:

- a. This MAINTENANCE AGREEMENT shall become effective upon execution by both parties and shall remain in full force for five years, which term shall automatically renew for successive five-year periods unless it is mutually agreed by both parties to terminate this MAINTENANCE AGREEMENT. Such request for termination must be given to the other party not sooner than one year prior, but not later than six months prior to the expiration of any such five-year period.
- b. If this AGREEMENT is terminated, County shall adopt and file with CITY, a resolution, pursuant to Streets and Highways Code 1704, declaring that the existing raised medians located in the center of Alondra Boulevard from Avalon Boulevard to Haskins Avenue are no longer a part of the County System of Highways.

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IN WITNESS WHEREOF, the parties hereto have caused this MAINTENANCE AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF CARSON on July 1st, 2008, and by the COUNTY OF LOS ANGELES on AUGUST 5TH, 2008.

COUNTY OF LOS ANGELES

By *Yvonne B. Bunker*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

By *[Signature]*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *Carole B. Suzuki*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

CITY OF CARSON

By *Jim Dear*
Mayor *JIM DEAR*

31 **AUG 05 2008**

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFF

ATTEST:

By *[Signature]*
City Clerk

By *W. Wyle*
City Attorney